

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

CITY OF DALLAS;  
CITY OF ABILENE;  
CITY OF ALLEN;  
CITY OF AMARILLO;  
CITY OF ARLINGTON;  
CITY OF AUSTIN;  
CITY OF BEAUMONT;  
CITY OF CARROLLTON;  
CITY OF DENTON;  
CITY OF FORT WORTH;  
CITY OF FRISCO;  
CITY OF GARLAND;  
CITY OF GRAND PRAIRIE;  
CITY OF HOUSTON;  
CITY OF IRVING;  
CITY OF LEWISVILLE;  
CITY OF MCKINNEY;  
CITY OF MESQUITE;  
CITY OF NACOGDOCHES;  
CITY OF PEARLAND;  
CITY OF PLANO;  
CITY OF ROWLETT;  
CITY OF SUGAR LAND;  
CITY OF TYLER; and  
CITY OF WACO,

Plaintiffs,

vs.

DISNEY DTC, LLC;  
HULU, LLC; and  
NETFLIX, INC.,

Defendants.

Case No. \_\_\_\_\_

Removed from the District Court of Dallas  
County, 14th Judicial District

***Jury Trial Demanded***

---

**DEFENDANT NETFLIX, INC.'S NOTICE OF REMOVAL**

Defendant Netflix, Inc. ("Netflix") hereby removes the above-captioned action from the District Court of Dallas County, 14th Judicial District, to the United States District Court for the

Northern District of Texas pursuant to 28 U.S.C. §§ 1332(a), 1441, and 1446.

## **I. JURISDICTION**

1. As set forth below, this Court has original subject matter jurisdiction over this action under 28 U.S.C. § 1332(a) because: (1) there is complete diversity among the parties; and (2) the amount placed in controversy by each plaintiff against each defendant exceeds \$75,000, exclusive of interest and costs. Removal is proper under 28 U.S.C. §§ 1441 and 1446. This Notice of Removal is timely under 28 U.S.C. § 1446(b)(1) because Netflix accepted service of Plaintiffs' Original Petition ("Petition") on August 19, 2022. *See* Netflix Tex. R. Civ. P. 11 Letter (State Court Record Tab 12 [references to the state court record are labeled hereinafter "Tab \_\_"]), at 1; Disney/Hulu Tex. R. Civ. P. 11 Letter (Tab 13), at 1.

## **II. BACKGROUND AND SUMMARY OF THE PETITION**

2. On or about July 28, 2022, Plaintiffs commenced this action (the "Action") by filing their Petition seeking declaratory judgment and other relief against Netflix, Hulu, LLC ("Hulu"), and Disney DTC, LLC ("Disney+," and together with Netflix and Hulu, "Defendants"), Case No. DC-22-09128, in the District Court of Dallas County, 14th Judicial District. A copy of the Petition and the complete state court record is attached hereto.

3. In the Petition, Plaintiffs allege that pursuant to the Texas Public Utility Regulatory Act (the "Act"), Tex. Util. Code §§ 66.001 *et seq.*, Defendants have been, and are now, "video service providers" that are subject to the Act but that have failed to comply with the Act's requirements. *See* Pet. (Tab 2), ¶¶ 47-77. Plaintiffs specifically allege that Defendants have failed to apply for a franchise and to pay franchise fees as required by the Act. *See id.* ¶¶ 78-85. Based on these allegations, Plaintiffs assert the following causes of action:

- (1) Request for Declaratory Relief (*see* Pet. (Tab 2), at ¶¶ 86-87);
- (2) Request for Injunctive Relief (*see id.* at ¶¶ 88-91);
- (3) Request for An Accounting (*see id.* at ¶¶ 92-95);
- (4) Trespass (*see id.* at ¶¶ 96-101);
- (5) Unjust Enrichment and Monetary Relief (*see id.* at ¶¶ 102-105); and
- (6) Request for Attorney’s Fees (*see id.* at ¶ 106).

4. Plaintiffs seek monetary and compensatory damages, declaratory relief, injunctive relief, and punitive damages. *See* Pet. (Tab 2), at ¶¶ 107-118. Plaintiffs also seek an order that Defendants must provide “an accounting of all monies Defendants owe Plaintiffs.” *Id.* at ¶ 112.

5. Plaintiffs further request that the Court “hold a full trial on the merits, and, after the trial,” grant a permanent injunction against Defendants (1) “requiring regular accountings, timely remittance of franchise fees to Plaintiffs”; (2) enjoining and restraining Defendants from “engaging in business within the boundaries of Plaintiffs and deriving gross revenues therefrom” without obtaining state-issued franchise authorization; and (3) enjoining and restraining Defendants from “further trespass upon Plaintiffs’ property.” *See* Pet. (Tab 2), at ¶¶ 115-116.

6. On August 19, 2022, Defendants accepted service of the Petition. *See* Netflix Tex. R. Civ. P. 11 Letter (Tab 12), at 1; Disney/Hulu Tex. R. Civ. P. 11 Letter (Tab 13), at 1.

7. Defendants have not yet responded to the Petition in this Action.

### **III. NO ADMISSION**

8. For the sole and limited purpose of establishing the basis of this Court’s jurisdiction over this action, Netflix assumes as true Plaintiffs’ allegations in the Petition, but Netflix denies any liability in this case and also denies that Plaintiffs have a private right of action to assert their claims. *See City of New Boston v. Netflix, Inc.*, 565 F. Supp. 3d 865, 867-71 (E.D.

Tex. 2021) (granting Netflix and Hulu’s motion to dismiss action seeking franchise fees under the Act because municipality did not allege Netflix and Hulu were “holders” of state-issued certificates of franchise authority and the Act granted exclusive power to the Texas Public Utility Commission to require a company to obtain such certificates). In alleging the amount in controversy and other matters in this removal pleading, Netflix does not concede any liability, damages, or any other claims or defenses. Netflix is only stating what the stakes of litigation could be under Plaintiffs’ allegations. A removing party’s “demonstration concerns what the plaintiff is *claiming* (and thus the amount in controversy between the parties), not whether plaintiff is likely to win or be awarded everything he seeks.” *Berniard v. Dow Chem. Co.*, 481 F. Appx. 859, 862 (5th Cir. 2010).

#### **IV. THIS COURT IS THE PROPER VENUE**

9. Venue is proper in this Court under 28 U.S.C. § 1441(a) because the removed action was filed in the District Court of Dallas County, 14th Judicial District, a court within the Northern District of Texas.

#### **V. THIS COURT HAS DIVERSITY JURISDICTION UNDER 28 U.S.C. § 1332(a)**

##### **A. There Is Complete Diversity Among The Parties**

10. Plaintiffs are “lawfully existing home-rule Texas municipal corporation[s].” *See* Pet. (Tab 2), ¶¶ 6-30; TEX. CONST. art. 11, Tex. Loc. Gov’t Code § 9.001 *et seq.* For purposes of diversity jurisdiction, cities are citizens of the state in which they are located. *See Reeves v. City of Jackson*, 532 F.2d 491, 495 (5th Cir. 1976). Each Plaintiff is thus a citizen of Texas.

11. At the time of the filing of the Petition and at all times since, Netflix was and is a corporation formed under the laws of the State of Delaware with its principal place of business located in California. Netflix is a citizen of Delaware and California for purposes of determining diversity jurisdiction. *See* 28 U.S.C. § 1332(c)(1) (for purposes of section 1332, “a corporation

shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business”). Netflix is not a citizen of Texas for purposes of diversity jurisdiction.

12. At the time of the filing of the Petition and at all times since, Disney DTC, LLC, was and is a limited liability company formed under the laws of the State of Delaware with its principal place of business in California. Its sole member is Disney Streaming Services LLC, a Delaware limited liability company with its principal place of business in California. Disney Streaming Services LLC’s sole member is Disney Enterprises, Inc., a Delaware corporation with a principal place of business in California. Disney DTC, LLC is a citizen of Delaware and California for purposes of determining diversity jurisdiction. *See MidCap Media Fin., L.L.C. v. Pathway Data, Inc.*, 929 F.3d 310, 314 (5th Cir. 2019) (for diversity jurisdiction, a limited liability company is a citizen of any state in which a member of the company is a citizen); 28 U.S.C. § 1332(c)(1). Disney DTC, LLC is not a citizen of Texas for purposes of diversity jurisdiction.

13. Hulu, LLC is a limited liability company formed under the laws of the State of Delaware with its principal place of business in California. It has three members. One member is TFCF-Hulu Holdings, Inc., a corporation organized under the laws of Delaware with its principal place of business in California. TFCF-Hulu Holdings, Inc. is thus a citizen of Delaware and California for purposes of determining diversity jurisdiction. Hulu, LLC’s second member is ABC Enterprises Acquisition, LLC, a limited liability company whose sole member is a corporation that is a citizen of Delaware and California. Hulu, LLC’s third member is NBCU New Site Holdings, LLC, a limited liability company whose members are citizens of Delaware and Pennsylvania. Hulu, LLC is a citizen of Delaware, California, and Pennsylvania for purposes of determining

diversity jurisdiction. *MidCap Media Fin., L.L.C.*, 929 F.3d at 314; 28 U.S.C. § 1332(c)(1). Hulu, LLC is not a citizen of Texas for purposes of diversity jurisdiction.

14. Because Plaintiffs are all citizens of Texas and no Defendant is a citizen of Texas, complete diversity is satisfied. *See* 28 U.S.C. § 1332(a).

**B. The Amount In Controversy Between Each Plaintiff And Each Defendant Exceeds \$75,000**

15. As there is complete diversity among the parties, this Court has original jurisdiction as long as the amount in controversy exceeds \$75,000, exclusive of interest and costs. 28 U.S.C. § 1332(a).

16. Where a defendant removes a civil action to federal court and its notice of removal includes a good faith, plausible allegation that the amount in controversy exceeds the jurisdictional threshold, the “allegation should be accepted when not contested by the plaintiff or questioned by the court.” *Burch v. JPMorgan Chase Bank, N.A.*, 821 Fed. Appx. 390, 391 (5th Cir. 2020); *see also Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87-88 (2014).

17. The amount placed in controversy by each Plaintiff against each Defendant exceeds \$75,000, exclusive of interest and costs.

18. Plaintiffs seek an order of “an accounting of all monies that Defendants owe Plaintiffs, including compounded interest” and a “grant [of] a permanent injunction against Defendants requiring regular accountings, timely remittance of franchise fees to Plaintiffs, and enjoining and restraining Defendants from engaging in business within the boundaries of Plaintiffs and deriving gross revenues therefrom without obtaining the required state-issued certificate of franchise authority and without paying the required franchise fees.” Pet. (Tab 2), at ¶¶ 112, 115. Plaintiffs further seek an award of “money damages for the amounts that Defendants have been unjustly enriched at Plaintiffs’ expense, including compounded interest (pre-judgment and post-

judgment) and penalties.” *Id.* at ¶ 113. The value of each part of this remedy must be included in calculating the amount in controversy. *See Leininger v. Leininger*, 705 F.2d 727, 729 (5th Cir. 1983) (“[T]he amount in controversy, in an action for declaratory or injunctive relief, is the value of the right to be protected or the extent of the injury to be prevented.”); *St. Paul Reinsurance Co. v. Greenberg*, 134 F.3d 1250, 1255 (5th Cir. 1998) (Texas statutory penalties considered when analyzing amount in controversy requirement); *Cox v. Liberty Mut. & Credit Collection Servs.*, No. 3:10-CV-1956-M, 2011 WL 98374, at \*2 n.18 (N.D. Tex. Jan. 12, 2011) (same).

19. Plaintiffs also seek injunctive relief, which is properly included in the amount-in-controversy calculation. *See Leininger*, 705 F.2d at 729. Here, Plaintiffs seek injunctive relief (1) requiring Defendants to conduct “regular accountings, timely remittance of franchise fees to Plaintiffs, and enjoining and restraining Defendants from engaging in business within the boundaries of Plaintiffs and deriving gross revenues therefrom without obtaining the required state-issued certificate of franchise authority and without paying the required franchise fees” and (2) enjoining and restraining Defendants from “further trespass upon Plaintiffs’ property” under the Act, thereby depriving Netflix of fees from customers with billing zip codes associated with the jurisdictions of Plaintiffs. Pet. (Tab 2), at ¶ 115–16. Therefore, based on Plaintiffs’ allegations, the claims for injunctive relief place in controversy either: (1) 5% of revenues (as claimed by Plaintiffs under the Act) in Plaintiffs’ jurisdictions going forward (if the franchise fees must be paid to Plaintiffs); or (2) all fees collected in Plaintiffs’ jurisdictions (if Netflix is barred from making its content available to customers with billing zip codes encompassing Plaintiffs’ jurisdictions). *See Duderwicz v. Sweetwater Sav. Ass’n*, 595 F.2d 1008, 1014 (5th Cir. 1979) (“[T]he value of the matter in controversy is measured not by the monetary judgment which the

plaintiff may recover, but by the judgment's pecuniary consequence to those involved in the litigation.").

20. Netflix understands that each Plaintiff intends to seek franchise fees as a percentage of Netflix's revenues from its customers with billing zip codes associated with that Plaintiff. Based on a review of Netflix's corporate records, Netflix has received over \$1.5 million in fees from customers with billing zip codes associated with the jurisdiction of each Plaintiff in the four years prior to the filing of the Petition. *See* Tex. Util. Code § 66.005(b) (allowing municipalities to review business records to ensure accurate franchise fee compensation for the 48-month period preceding the date of the last franchise fee payment). Plaintiffs collect a 5% tax on video service providers. *See id.* § 66.005(a). Because 5% of more than \$1.5 million is more than \$75,000, each Plaintiff is seeking at least \$75,000 in back franchise fees alone from Netflix. This amount, in conjunction with the claims for injunctive relief going forward in perpetuity that were placed in controversy by each Plaintiff, more than exceeds the \$75,000 amount in controversy requirement.

21. The amount placed in controversy by each Plaintiff against Hulu and Disney+ exceeds \$75,000, exclusive of interest and costs, as well. Based on a review of its corporate records, Hulu has received over \$1.5 million in fees from customers with billing zip codes associated with the jurisdiction of each Plaintiff in the four years prior to the filing of the Petition. *See* Tex. Util. Code § 66.005(b) (allowing municipalities to review business records to ensure accurate franchise fee compensation for the 48-month period preceding the date of the last franchise fee payment). Because 5% of more than \$1.5 million is more than \$75,000, each Plaintiff is seeking at least \$75,000 in back franchise fees alone from Hulu. This amount, in conjunction with the claims for injunctive relief going forward in perpetuity that were placed in controversy by each Plaintiff, more than exceeds the \$75,000 amount in controversy requirement.



22. Disney+ has also received over \$1.5 million in fees from customers with billing zip codes associated with the jurisdiction of each Plaintiff, except with respect to the City of Beaumont, City of Mesquite, City of Nacogdoches, City of Rowlett, and City of Tyler, in the four years prior to the filing of the Petition. These five cities, however, also seek significant penalties for Defendants' alleged "failure to comply with the applicable statutes, codes, and provisions of law since the provision of video service began and for the duration of this litigation." Pet. (Tab 2), at ¶ 105. For example, the City of Rowlett imposes penalties of \$100 per day for non-compliance. *See* Code of Ordinances City of Rowlett, Texas, App. B, Art. I, Sec. 23.03(I) (assessing penalties at \$100 per day). If the City of Rowlett fined Disney+ \$100 per day for the past 48 months, that would amount to \$146,000 in penalties against Disney+ alone. The City of Allen threatens penalties of \$2,000 per day. *See* Code of Ordinances City of Allen, Texas, App. A, Art. II, Sec. 4(c) (assessing penalties at \$2,000 per day). Thus, combining damages sought, penalties, as well as the value of the prospective injunctive relief, the amount in controversy by each Plaintiff against Disney+ exceeds the \$75,000 amount in controversy.

23. Removal of this action is proper under 28 U.S.C. § 1441 because the requirements for general diversity jurisdiction under § 1332(a) are satisfied for each Defendant.

24. Even if the Petition did not put at issue at least \$75,000 in back and prospective franchise fees for each Plaintiff against each Defendant (which it does), when there are multiple plaintiffs in an action, as there are here, federal subject matter jurisdiction exists over all plaintiffs' claims arising from the same case or controversy if just one plaintiff meets the jurisdictional amount. *See Mitchell v. Bailey*, 982 F.3d 937, 943 (5th Cir. 2020); 28 U.S.C. § 1367.

25. Claims are part of the same case or controversy when they are so related to the original claim that they derive from a common nucleus of operative fact. *Venable v. Louisiana Workers' Compensation Corp.*, 740 F.3d 937, 944 (5th Cir. 2013).

26. Here, each Plaintiff alleges that, *inter alia*, Defendants “are using Plaintiffs’ municipal public rights-of-way” and are required “to abide by [the Act] and to pay the franchise fees owed to Plaintiffs.” Pet. (Tab 2), at ¶¶ 5, 85. To the extent a particular Plaintiff has failed to place \$75,000 in controversy with a particular Defendant, there is thus a “common nucleus of operative fact” between the claims of remaining Plaintiffs on these issues, and the Court can exercise supplemental jurisdiction over them.

#### **VI. NETFLIX HAS COMPLIED WITH ALL THE PREREQUISITES FOR REMOVAL**

27. This Notice of Removal is timely because it was filed within 30 days of Defendants accepting service. 28 U.S.C. § 1446(b). Defendants accepted service on August 19, 2022. *See* Netflix Tex. R. Civ. P. 11 Letter (Tab 12), at 1; Disney/Hulu Tex. R. Civ. P. 11 Letter (Tab 13), at 1.

28. Netflix has conferred with each other Defendant and each other Defendant has consented to the removal of this action, and they will separately file a consent with this Court.

29. Pursuant to 28 U.S.C. § 1446(a), attached hereto are true and correct copies of the Petition and all process, pleadings, orders, and other documents on file in the state court. *See* Tabs 1-15. Netflix has not filed an answer or other response to the Petition in the District Court of Dallas County, 14th Judicial District prior to removal and is not aware of any currently pending motions in that court.

30. Pursuant to 28 U.S.C. § 1446(d), promptly upon filing of this Notice of Removal, copies hereof will be sent to Plaintiffs’ counsel and filed with the Clerk of the Court in the state

court action. Netflix will also file proof of filing this Notice of Removal with the Clerk of the Court in the state court action and proof of service on all adverse parties.

31. Netflix reserves the right to amend or supplement this Notice of Removal, and reserves all rights and defenses, including those available under Federal Rule of Civil Procedure Rule 12. In the event Plaintiffs file a motion to remand, or the Court considers remand *sua sponte*, Netflix respectfully requests the opportunity to submit additional argument and/or evidence in support of removal.

WHEREFORE, Netflix removes this case from the District Court of Dallas County, 14th Judicial District, to the United States District Court for the Northern District of Texas.

Date: September 16, 2022

Respectfully submitted,

/s/ Joshua J. Bennett

Joshua J. Bennett

Texas Bar No. 24059444

Leon Carter

Texas Bar No. 03914300

CARTER ARNETT PLLC

8150 N. Central Expressway, Suite 500

Dallas, Texas 75206

Tel: (214) 550-2112

Email: jrbennett@carterarnett.com

Email: lcarter@carterarnett.com

Mary Rose Alexander (*pro hac vice* forthcoming)

Robert C. Collins III (*pro hac vice* forthcoming)

LATHAM & WATKINS LLP

330 North Wabash Avenue, Suite 2800

Chicago, IL 60611

Tel: (312) 876-7700

Email: mary.rose.alexander@lw.com

Email: robert.collins@lw.com

Jean A. Pawlow (*pro hac vice* forthcoming)  
LATHAM & WATKINS LLP  
555 Eleventh Street, N.W., Suite 1000  
Washington, D.C. 20004  
Tel: (202) 637-3330  
Email: jean.pawlow@lw.com

*Counsel for Defendant Netflix, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on September 16, 2022, a copy of the foregoing document was filed with the Clerk of the Court using the CM/ECF system, and was served by U.S.

Mail, postage prepaid, and by e-mail, on:

Steven D. Wolens  
Gary Cruciani  
McKOOL SMITH, P.C.  
300 Crescent Court, Ste. 1500  
Dallas, TX 75201  
Phone: (214) 978-4000

Austin R. Nimocks  
Johnny K. Sutton  
Luis A. Reyes  
Christopher L. Peele  
Cory R. Liu  
ASHCROFT SUTTON REYES LLC  
919 Congress Ave, Ste. 1325  
Austin, TX 78701  
Phone: (512) 370-1800

Steven M. Berezney  
Garrett R. Broshuis  
Devin N. Dippold  
KOREIN TILLERY LLC  
505 N. 7th St., Ste. 3600  
St. Louis, MO 63101  
Phone: (314) 241-4844

On Behalf of City of Dallas  
Christopher J. Caso  
Texas Bar No. 03969230  
CITY OF DALLAS  
1500 Marilla St., Ste. 7DN  
Dallas, TX 75201  
(214) 670-3519  
Chris.caso@dallascityhall.com

On Behalf of City of Abilene  
Stanley E. Smith  
Texas Bar No. 00791694  
CITY OF ABILENE

555 Walnut St, Ste. 208  
Abilene, TX 79601  
(325) 676-6251  
stanley.smith@abilenetx.gov

On Behalf of the City of Amarillo  
Bryan McWilliams  
Texas Bar No. 24049776  
CITY OF AMARILLO  
601 S. Buchanan  
Amarillo, TX 79101  
(806) 378-3000  
bryan.mcwilliams@amarillo.gov

On Behalf of the City of Arlington  
Teris Solis  
Texas Bar No. 02899850  
David Johnson  
Texas Bar No. 24060026  
CITY OF ARLINGTON  
Mail Stop 63-0300  
101 S. Mesquite St., Ste. 300  
Arlington, TX 76010  
(817) 459-6878  
teris.solis@arlingtontx.gov

On Behalf of the City of Austin  
Anne L. Morgan  
City Attorney  
Texas Bar No. 14432400  
CITY OF AUSTIN  
Law Department  
P.O. Box 1088  
Austin, TX 78767-1088  
(512) 974-2268  
anne.morgan@austintexas.gov

On Behalf of the City of Beaumont  
Sharae N. Reed  
City Attorney  
Texas Bar No. 24068467  
CITY OF BEAUMONT  
P.O. Box 3827  
Beaumont, TX 77704-3827  
(409) 880-3715  
sharae.reed@beaumonttexas.gov

On Behalf of City of Carrollton  
Meredith A. Ladd  
Texas Bar No. 24003368  
CITY OF CARROLLTON  
1945 E. Jackson Rd.  
Carrollton, TX 75006  
(972) 466-3000  
meredith.ladd@cityofcarrollton.com

On Behalf of City of Denton  
Mack P. Reinwand  
Texas Bar No. 24056195  
CITY OF DENTON  
215 E. McKinney St.  
Denton, TX 76201  
(940) 349-8333  
mack.reinwand@cityofdenton.com

On Behalf of City of Fort Worth  
Laetitia Coleman Brown  
Texas Bar No. 00792417  
CITY OF FORT WORTH  
City Hall  
200 Texas St.  
Fort Worth, TX 76102  
(817) 392-7600  
laetitia.coleman@fortworthtexas.gov

On Behalf of City of Frisco  
Richard M. Abernathy  
Texas Bar No. 00809500  
CITY OF FRISCO  
Abernathy, Roeder, Boyd & Hullett P.C.  
1700 Redbud Blvd., Ste. 300  
McKinney, TX 75069  
(214) 544-4000  
ravernathy@abernathy-law.com

On Behalf of City of Garland  
Brian England  
Texas Bar No. 24059722  
CITY OF GARLAND  
200 N. Fifth St.  
Garland, TX 75040  
(972) 205-2380

bengland@garlandtx.gov

On Behalf of City of Grand Prairie  
Megan Mahan  
Texas Bar No. 24061203  
CITY OF GRAND PRAIRIE  
P.O. Box 534045  
Grand Prairie, TX 75053  
(972) 237-8026  
mmahan@gptx.org

On Behalf of City of Houston  
Arturo Michel  
Texas Bar No. 14009440  
YuShan Chang  
Texas Bar No. 24040670  
CITY OF HOUSTON  
Legal Department  
900 Bagby St., 4th Fl.  
Houston, TX 77002  
(832) 393-6442  
arturo.michel@houstontx.gov  
yushan.chang@houstontx.gov

On Behalf of City of Houston  
Ana Hernandez  
Texas Bar No. 24046062  
CITY OF HOUSTON  
Ana Hernandez & Associates, PLLC  
4101 Washington Ave.  
Houston, TX 77007  
(713) 337-3930  
ana@anahlaw.com

On Behalf of City of Irving  
Kuruvilla Oommen  
City Attorney  
Texas Bar No. 24007780  
Janet Spugnardi  
Deputy City Attorney  
Texas Bar No. 24039192  
CITY OF IRVING  
825 W. Irving Blvd.  
Irving, TX 75060  
(972) 721 -2541 x3656  
koommen@cityofirving.org



jspugnardi@cityofirving.org

On Behalf of City of Lewisville  
Lizbeth I. Plaster  
City Attorney  
Texas Bar No. 00787750  
CITY OF LEWISVILLE  
P.O. Box 299002  
Lewisville, TX 75029-9002  
(972) 219-5059  
lplaster@cityoflewisville.com

On Behalf of City of McKinney  
Mark S. Houser  
Texas Bar No. 10049500  
CITY OF MCKINNEY  
Brown & Hofmeister, L.L.P.  
740 East Campbell Rd., Ste. 800  
Richardson, TX 75081  
(214) 747-6100  
mhouser@bhlaw.net

On Behalf of City of Mesquite  
David L. Paschall  
Texas Bar No. 15553800  
CITY OF MESQUITE  
1515 N. Galloway Ave.  
Mesquite, TX 75149  
(972) 216-6272  
dpaschall@cityofmesquite.com

On Behalf of City of Nacogdoches  
Steven Kirkland  
City Attorney  
Texas Bar No. 1 1522200  
CITY OF NACOGDOCHES  
P.O. Box 635030  
Nacogdoches, TX 75963  
(936) 559-2503  
kirklands@nactx.us

On Behalf of City of Pearland  
Darrin M. Coker  
Texas Bar No. 00795023  
CITY OF PEARLAND  
3519 Liberty Dr.

Pearland, TX 77581  
(281) 652-1600  
dcoker@pearlandtx.gov

On Behalf of City of Plano  
Paige Mims  
Texas Bar No. 00787550  
CITY OF PLANO  
1520 K Ave, Ste. 340  
Plano, TX 75074  
(972) 941-7125  
paigem@plano.gov

On Behalf of City of Rowlett  
David Berman  
Texas Bar NO. 02206990  
CITY OF ROWLETT  
Nichols, Jackson, Dillard, Hager & Smith  
1800 Ross Tower  
500 N. Akard St.  
Dallas, TX 75201  
(214) 965-9900  
dbelman@njdhs.com

On Behalf of City of Sugar Land  
Meredith Riede  
Texas Bar No. 24025614  
CITY OF SUGAR LAND  
P.O. Box 110  
Sugar Land, TX 77487-0110  
(281) 275-2700  
mriede@sugarlandtx.gov

On Behalf of City of Tyler  
Deborah Pullum  
City Attorney  
Texas Bar No. 00797269  
CITY OF TYLER  
P.O. Box 2039  
Tyler, TX 75710  
(903) 531-1161  
dpullum@tylertexas.com

On Behalf of City of Waco  
Jennifer Richie  
Texas Bar No. 24007916

CITY OF WACO  
P.O. Box 2570  
Waco, TX 76702  
(254) 750-5680  
jenniferr@wacotx.gov

The undersigned hereby also certifies that on September 16, 2022, a copy of the foregoing document was filed with the Clerk of the Court using the CM/ECF system, and was served upon the following counsel of record via email:

Victor Jih  
Russell Kostelak  
Caleb Graves  
**WILSON SONSINI GOODRICH & ROSATI**  
Professional Corporation  
633 West Fifth Street, Suite 1550  
Los Angeles, CA 90071  
Tel.: (323) 210-2900  
Email: vjih@wsgr.com  
Email: rkostelak@wsgr.com  
Email: cgraves@wsgr.com

*Counsel for Defendants Hulu, LLC and Disney DTC LLC*

/s/ Joshua J. Bennett  
Joshua J. Bennett

*Counsel for Defendant Netflix, Inc.*